



## CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on July 6, 2010**.

### AGENDA ITEMS:

#### 1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS:

- a. Pledge, led by invitation
- b. Fiesta Days Grand Marshals – Roy & Coleen Johns

#### 2. PUBLIC COMMENTS:

Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

- a. \* [Agenda Request – James Williams](#)

#### 3. COUNCIL COMMENTS:

#### 4. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. \* [Minutes of Spanish Fork City Council Meeting – June 15, 2010](#)
- b. \* [Elevator Emergency Phone Contract](#)
- c. \* [Resolution 10-06 To Participate in the Utah County CDBG Program](#)
- d. \* [Resolution 10-07 Municipal Wastewater Planning Program](#)
- e. \* [UMPA Lease Agreement](#)
- f. \* [URMMA Uninsured/Underinsured Car Insurance](#)
- g. \* [UDOT Cooperative Agreement](#)

#### 5. NEW BUSINESS:

- a. \* [Ordinance 11-10 Amending The Business License Fee For A Solicitor](#) – Junior Baker, City Attorney
- b. \* [Brent McKell Development and License Agreement](#) – Junior Baker, City Attorney
- c. \* [Amended Chicken Ordinance 12-10](#) – Junior Baker, City Attorney
- d. \* [Springville/Spanish Fork City Interlocal Surveying Agreement](#) – Richard Heap, Public Works Director
- e. \* [Sterling Hollow 5 Million Gallon Reservoir Change Order #1](#) – Richard Heap, Public Works Director

### ADJOURN:

\* Supporting documentation is available on the City's website [www.spanishfork.org](http://www.spanishfork.org)

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that Chapter.
- This agenda is also available on the City's webpage at [www.spanishfork.org](http://www.spanishfork.org)

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 804-4530.

## Angie Warner

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**From:** jim@networkdefense.net  
**Sent:** Monday, June 07, 2010 10:14 PM  
**To:** awarner@spanishfork.org; webmaster@spanishfork.org  
**Subject:** Agenda RequestagendaSubject

Values submitted by the user:

first\_name - James  
last\_name - Williams  
address - 1438 South 1400 East  
city - Spanish Fork  
state - UT  
zip - 84660  
contactphone - 8013683280  
email - jim@networkdefense.net  
agendaSubject - 14th East traffic danger.  
detailed - A group of citizens plans on being at the June 15th meeting to discuss the need for speed control option that has not yet been exhausted.

MY CHILD WAS ALMOST HIT DURING A LEGAL CROSSING!

secCode - 77591  
submit - submit

Tentative Minutes  
Spanish Fork City Council Meeting  
June 15, 2010

Elected Officials Present: Mayor G. Wayne Andersen, Councilman Steve Leifson, Rod Dart, Richard M. Davis, Jens P. Nielson, Keir A. Scoubes.

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Kent Clark, Recorder/Finance Director; Dale Robinson, Parks & Recreation Director; Chris Thompson, Assistant Public Works Director; Dee Rosenbaum, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Michael Olson, Melony Olson, Whitney Jacobson, Tyler Jacobson, Clint Garner, Mark Bloxham, Alan Anderson, Matthew Oviatt, Jeff Johnson, Cameron Cope, Karen Beagley, Dan White, Ashlyn Harrison, Michael Harrison, Taggert Harrison, Nicholas Harrison, Lori Harrison, Cary Hanks, Marc Loveless, David Olson, Victor Dominguez, Kent Dominguez, Pat Carpenter, Cheryl Bybee, Terry Ficklin.

**CALL TO ORDER, PLEDGE, RECOGNITION:**

Mayor Andersen called the meeting to order at 6:01p.m.

Councilman Leifson led in the pledge of allegiance.

Mayor Andersen recognized the retirement of Claire White. She has been the City Treasurer for a number of years and has done a great job. Mayor Andersen thanked her for all of her service.

**COUNCIL COMMENTS:**

Councilman Davis stated that Fiesta Days is 3 weeks away. He thanked the chairman's, committee members and volunteers for all they have done this year. The Grand Marshal's are Roy and Colleen Johns. Our theme is "Surround Yourself Fiesta Days 2010". The Vietnam Memorial event will be September 13 – 17, volunteers are needed.

Councilman Dart congratulated 3 former Spanish Fork High School baseball players that were drafted into the Major League Baseball.

Councilman Scoubes said the Youth Arts Festival in under way at Maple Mountain High School and running great.

Mayor Andersen read a brief statement "Spanish Fork City received official word late Tuesday afternoon from the Provo City Prosecutor's office informing City officials that Provo has declined to file any charges against Chief Dee Rosenbaum. Spanish Fork City officials appreciate Provo City's thorough review of the matter and their willingness to share information, as appropriate. Chief Rosenbaum informed Spanish Fork City officials of the accusation prior to initial newscasts concerning that accusation. Chief Rosenbaum always expressed his intent to purchase all items he had selected from the department store. Provo's decision validates that statement. Chief Rosenbaum has, as does everyone, a constitutional presumption of innocence until proven guilty when accused of any crime. Based upon that constitutional right, and his complete disclosure of all details, and the City's experience with Chief Rosenbaum for over 32 years, establishing his

49 integrity, the City elected not to place Chief Rosenbaum on administrative leave. The City  
50 reviewed this decision each time more information was received. All information received was  
51 completely consistent with Chief Rosenbaum's initial disclosures. This has been a difficult time  
52 for Chief Rosenbaum. We encourage the public to put this matter behind them. The Spanish  
53 Fork City Mayor and Council give Chief Rosenbaum their full support."  
54

#### 55 **Swear in of City Treasurer and Contract**

56 Councilman Nielson mad a **Motion** to accept and approve the City Treasurer contract with Tyler  
57 Jacobson.

58 Councilman Davis **Seconded** and the motion **Passed** all in favor.

59  
60 Mayor Andersen swore in Tyler Jacobson as the City Treasurer.

#### 61 62 **South Utah Valley Solid Waste District Presentation – Terry Ficklin**

63 Mr. Ficklin is a Salem City Councilmember that serves on the SUVSWD Board. He presented a  
64 proposed budget and explained a couple of items.

65  
66 Mayor Andersen asked what they are doing about personnel and do they have a manager yet?  
67

68 Mr. Ficklin stated that there is still currently no general manager. Provo City is assisting in filling  
69 the position. They are taking applications and will help with the interviews.

70  
71 Mayor Andersen asked if the equipment is in good working condition?  
72

73 Mr. Ficklin said that some is not. They will be rebuilding one of the compactors.

74  
75 Mayor Andersen thanked Mr. Ficklin for taking the time to take on this job.  
76

77 Mr. Oyler asked if the dollar increase is directed to all cities?  
78

79 Mr. Ficklin replied yes, \$1 increase per household.  
80

#### 81 **PUBLIC HEARING:**

#### 82 **FY2010 Budget Revision**

83 Councilman Leifson made a **Motion** to open the public hearing.

84 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:33p.m.

85  
86 Kent Clark stated that this is the public hearing for the current FY2010 Revision 3 Budget. The  
87 City will use some of the rainy day funds out of our general fund.  
88

89 Dale Robinson explained that they are asking for an increase in the budget for the North Park  
90 Connector Trail project. The project has been bid out and the lowest bid was Sunroc with  
91 \$297,766.00. That leaves us short \$17,666.00.  
92

93 No public comment.  
94

95 Councilman Dart made a **Motion** to move out of public hearing.

96 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:51p.m.

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**FY2010 Budget Revision Approval**

Councilman Leifson made a **Motion** to approve FY2010 Budget Revision with the addition of the \$17,666.00 to the Parks and Recreation budget.

Councilman Davis **Seconded** and the motion **Passed** all in favor.

Councilman Nielson made a **Motion** to have Dale Robinson, Parks & Recreation Director, award the bid for the North Park Trail Connector Project to Sunroc in the amount \$297,766.00.

Councilman Leifson **Seconded** and the motion **Passed** all in favor.

**CONSENT ITEMS:**

- a. **Minutes of Spanish Fork City Council Meeting - June 1, 2010**
- b. **Resolution 10-05 A Resolution Adopting the Spanish Fork City 457 Plan EGTRRA Restatement**

Councilman Leifson made a **Motion** to approve the consent items.

Councilman Dart **Seconded** and the motion **Passed** all in favor.

**NEW BUSINESS**

**FY2011 Budget Approval**

Kent Clark presented the FY2011 Budget. Spanish Fork City has the lowest Certified Tax Rate. The City is proposing to increase the certified tax rate to .001134. This year, there is an exception to the requirements of holding a Truth In Taxation Public Hearing. If the City is increasing the Certified Tax Rate (CTR) only the amount of the loss redemptions, no Hearing is required this year.

City Donations and Fee Waivers were also discussed. Adjustments in the Electric Rates and PCA calculations were discussed. Rate adjustments on Garbage, Storm Drainage, Building Permits, Library and Recreation programs were discussed. Other misc. fees were discussed.

Councilman Nielson made a **Motion** to approve the FY2011 Budget with the addition of the Certified Tax Rate increase of .001134.

Councilman Davis **Seconded** and the motion **Passed** all in favor.

Kent Clark stated that Springville has proposed a transfer in the FY2010 Revision Airport Budget of \$150,000.00 out of the Airport General Fund to the Airport Capital Project Improvement Fund

Councilman Dart made a **Motion** to approve the FY2010 Revision Airport Budget  
Councilman Davis **Seconded** and the motion **Passed** all in favor.

**Ordinance 10-10 An Ordinance Amending the Tax Rate on the Gross Receipts of Telecommunications Service Providers – Junior Baker, City Attorney**

Junior Baker stated that we have been charging 1.5% the increase is going up to 3.5%. This includes land line telephones and cell phones.

Councilman Davis made a **Motion** to approve the Ordinance 10-10 An Ordinance Amending the Tax Rate on the Gross Receipts of Telecommunications Service Providers.

145 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

146

147 **I-Core Storm Drain Contract Amendment – Chris Thompson, Assistant Public Works Director**  
148 Chris Thompson stated we need to amend the contract with the Main Street Interchange. We  
149 have changed the allowable flows for both the City and UDOT.

150

151 Councilman Scoubes made a **Motion** to approve the I-Core Storm Drain Contract Amendment I.  
152 Councilman Dart **Seconded** and the motion **Passed** all in favor.

153

154 Chris Thompson went over adding the purchase of a paver into the streets budget. When they  
155 rent a paver for repairing roads it costs \$10,000 a month. They have been looking into  
156 purchasing a paver and with a machine it would help eliminate chip sealing in residential areas. A  
157 paver and tack machine would last 10 to 15 years and cost between \$120,000.00 and  
158 \$135,000.00.

159

160 **ADJOURN TO RDA MEETING**

161 Councilman Leifson made a **Motion** to adjourn out of City Council Meeting and into  
162 Redevelopment Agency.

163 Councilman Dart **Seconded** and the motion **Passed** all in favor at 7:47pm.

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165 Councilman Leifson made a **Motion** to move out of RDA Meeting and back into City Council  
166 Meeting.

167 Councilman Nielson **Seconded** and the motion **Passed** all in favor at 7:54pm.

168

169 Councilman Dart made a **Motion** to adjourn to Closed Session for Potential Litigation and  
170 Personnel.

171 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:55pm.

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173 **ADJOURN:**

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175 **ADOPTED:**

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Angie Warner, Deputy Recorder



Memorandum  
6-16-10

RE: City Office Building Elevator Emergency Phone Replacement and Contract Renewal

Following an elevator inspection at the City Office Building it was discovered that the emergency phone system was out of order. I negotiated with the state office for elevator inspection to delay the re-inspection until after July 15, 2010. We have to make the repairs before then.

We researched the existing phone problem and discovered it has a dial tone but won't automatically dial out. The number it used to call, the police station, had been disconnected at some time following the upgrade to the new phone system last year.

The better way to handle the monitoring of this emergency phone is to have it call a monitoring company and not our police or the local dispatch. In case of an emergency the monitoring service can get a technician coming much quicker than going through local dispatch. If an elevator is stuck between floors with someone inside, they should only be rescued by a trained and certified professional.

We have three options:

1. We reprogram the existing phone to call the new police number. The problem here is that the existing phone is not the new ADA compliant "HANDSOFF" phone. We are not obligated to upgrade but I think we should come into compliance anyway and have the emergency phone call the Otis monitoring service.
2. We change out the old phone to a new one that meets the current ADA compliance. The cost would be \$534.00 installed by Otis, the current maintenance contractor for the City Office Building elevator. The phone would be programmed to call the Otis emergency service at no extra charge to the city for the reprogramming or the monitoring service.
3. We extend our current maintenance contract with Otis an additional 5-years to 10/14/2016. Otis will install the new ADA phone at no charge to us. The contract provisions would remain the same including the cost. The phone would be programmed to call the Otis emergency service at no extra charge to the city for the reprogramming or the monitoring service.

The fact is we have had Otis maintain this elevator since 1985 and the same technician, Bill Syddall, has been the guy on the job the entire time. We would likely renew the 5-year service contract with Otis on this elevator in October 2011 anyway. They have done a terrific job through 25 years of service and I trust them.

I recommend we do the third option. I will need a signature from the Mayor on this contract extension in order to get the work completed before the deadline.

Thanks,  
Bill Bushman



# OTIS

DATE: 06/15/2010

TO:  
Spanish Fork City  
40 South Main Street  
Spanish Fork, UT 84660

FROM:  
Otis Elevator Company  
401 Ironwood Drive  
Salt Lake City, UT 84115

EQUIPMENT LOCATION:  
SPANISH FORK CITY OFFICES  
40 SOUTH MAIN  
SPANISH FORK, UT 84660

Ranee Wheatley  
Phone: (801) 486-9295 ext 14  
Fax:(801) 466-1217

CONTRACT NUMBER: SH06311V

CONTRACT DATE:

We propose the following modification to the Contract referred to above, to take effect as of: 7/1/2010

### CONTRACT EXTENSION

In exchange for a contract extension, we agree to complete work noted in Proposal # GAL100615172142 at no additional cost to the customer.

Beginning on the Effective Date of this Addendum, the Term of the Contract referred to will be extended for an additional five (5) years until 10/14/2016, and will continue thereafter for additional five (5) year periods unless terminated as follows. Either party may terminate the Contract as modified herein at the end of the Term or at the end of any subsequent five year period by giving the other party at least ninety (90) days written notice prior to the end of the then current Term. This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions, and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

Submitted by: Ranee Wheatley

Title: Account Manager

Accepted in Duplicate

**CUSTOMER**  
Approved by Authorized Representative

**Otis Elevator Company**  
Approved by Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Steve Morley

Title: \_\_\_\_\_

Title: General Manager  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Principal, Owner or  
Authorized Representative of Principal or Owner

Agent:  
\_\_\_\_\_  
(Name of Principal or Owner)

# RESOLUTION No. 10-06

## ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN <i>Mayor</i> <i>(votes only in case of tie)</i>		
ROD DART <i>Council member</i>		
RICHARD M. DAVIS <i>Council member</i>		
STEVE LEIFSON <i>Council member</i>		
JENS P. NIELSON <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this resolution be adopted: Councilman \_\_\_\_\_

I SECOND the foregoing motion: Councilman \_\_\_\_\_

## RESOLUTION No. 10-06

### **RESOLUTION OF SPANISH FORK CITY TO PARTICIPATE IN THE UTAH COUNTY CDBG PROGRAM**

**WHEREAS, Spanish Fork City** is not a CDBG Entitlement city; and

**WHEREAS, Spanish Fork City** has previously entered into an interlocal agreement to participate in the Utah County CDBG program.

**NOW, THEREFORE, BE IT RESOLVED**, by the city council of **Spanish Fork City** that the attached Agreement with the County is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City; and

*FURTHER RESOLVED*, that the city council of **Spanish Fork City** hereby adopts, or affirms, the following policies: (a) a policy prohibiting the use of excessive force by law enforcement agencies within the City's jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and (b) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The Resolution, assigned no. 10-06 shall take effect immediately upon passage.

**PASSED AND APPROVED** this 6<sup>th</sup> day of July 2010.

CITY COUNCIL

By \_\_\_\_\_

G. Wayne Andersen, Mayor

\_\_\_\_\_  
Kent R. Clark, Recorder

# RESOLUTION No. 10-07

## ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN <i>Mayor</i> <i>(votes only in case of tie)</i>		
ROD DART <i>Council member</i>		
RICHARD M. DAVIS <i>Council member</i>		
STEVE LEIFSON <i>Council member</i>		
JENS P. NIELSON <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this resolution be adopted: Councilman \_\_\_\_\_

I SECOND the foregoing motion: Councilman \_\_\_\_\_

## RESOLUTION No. 10-07

### A RESOLUTION APPROVING THE MUNICIPAL WASTEWATER PLANNING PROGRAM

RESOLVED that Spanish Fork City informs the Water Quality Board the following actions were taken by the City Council:

1. Reviewed the attached Municipal Wastewater Planning Program Report for 2010.
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (If Applicable).

DATED this 6th day of July, 2010.

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

\_\_\_\_\_  
KENT R. CLARK, Recorder

# STATE OF UTAH

## *MUNICIPAL WASTEWATER PLANNING PROGRAM*

### SELF-ASSESSMENT REPORT

FOR

SPANISH FORK CITY

2009



Resolution Number \_\_\_\_\_

**MUNICIPAL WASTEWATER PLANNING PROGRAM RESOLUTION**

RESOLVED that **SPANISH FORK CITY** informs the Water Quality Board the following actions were taken by the CITY COUNCIL

1. Reviewed the attached Municipal Wastewater Planning Program Report for 2009.
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (If Applicable)

Passed by a (majority) (unanimous) vote on

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Mayor/Chairman

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Recorder/Clerk

# Municipal Wastewater Planning Program (MWPP) Mechanical Plant Section

Owner Name: *SPANISH FORK CITY*

Name and Title of Contact Person:

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Phone: 

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**PLEASE SUBMIT TO STATE BY: July 1, 2010**

Mail to: MWPP - Department of Environmental Quality  
c/o Paul Krauth, P.E.  
Division of Water Quality  
195 North 1950 West  
P.O. Box 144870  
Salt Lake City, Utah 84114-4870  
Phone : (801) 536-4346

Form completed by

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## Part I: INFLUENT INFORMATION

- A. Please update (if needed) the average design flow and average design BOD<sub>5</sub> and TSS loading for your facility.

	Average Design Flow (MGD)	Average Design BOD <sub>5</sub> Loading (lbs/day)	Average Design TSS Loading (lbs/day)
Design Criteria			
90% of the Design Criteria			

- B. Please list the average monthly flows in millions of gallons per day (MGD) and BOD<sub>5</sub> and TSS loadings in milligrams per liter (mg/L) **received** at your facility during 2009. (Calculate the BOD<sub>5</sub> and TSS loadings in pounds per day (lbs/day).

<i>Month</i>	(1) Average Monthly Flow (MGD)	(2) Average Monthly BOD <sub>5</sub> Concentration (mg/L)	(3) Average BOD <sub>5</sub> Loading (lbs/day) <sup>1</sup>	(4) Average Monthly TSS Concentration (mg/L)	(5) Average TSS Loading (lbs/day) <sup>2</sup>
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
<i>Average</i>					

<sup>1</sup> BOD<sub>5</sub> Loading (3) = Average Monthly Flow (1) x Average Monthly BOD<sub>5</sub> Concentration (2) x 8.34  
<sup>2</sup> TSS Loading (5) = Average Monthly Flow (1) x Average Monthly TSS Concentration (4) x 8.34

**Part I. INFLUENT INFORMATION (cont.)**

C. Refer to the information in A & B to determine a point value for your facility. Please enter the points for each question in the blank provided.

Question	Number	Points Earned	Total Points
How many times did the average monthly flow (Part B., Column 1) to the wastewater facility exceed 90% of design flow?		0 = 0 points 1 - 2 = 10 points 3 - 4 = 20 points 5 or more = 30 points	
How many times did the average monthly flow (Part B., Column 1) to the wastewater facility exceed the design flow?		0 = 0 points 1 - 2 = 20 points 3 - 4 = 40 points 5 or more = 60 points	
How many times did the average monthly BOD <sub>5</sub> loading (Part B., Column 3) to the wastewater facility exceed 90% of the design loading?		0-1 = 0 points 1 - 2 = 10 points 3 - 4 = 20 points 5 or more = 30 points	
How many times did the average monthly BOD <sub>5</sub> loading (Part B., Column 3) to the wastewater facility exceed the design loading?		0 = 0 points 1 - 2 = 20 points 3 - 5 = 40 points 5 or more = 60 points	
<b>TOTAL PART I =</b>			

## Part II: EFFLUENT INFORMATION

A. Please list the average monthly BOD<sub>5</sub>, TSS, Ammonia (NH<sub>3</sub>), monthly maximum Cl<sub>2</sub>, minimum monthly DO, and 30-day geometric averages for Fecal and Total Coliform, or E-Coli produced by your facility during 2009.

<i>Month</i>	(1) BOD <sub>5</sub> (mg/L)	(2) TSS (mg/L)	(3) Fecal Coliform (#/100 mL)	(4) Total Coliform (#/100 mL)	(5) E-Coli	(6) Cl <sub>2</sub> (mg/L)	(7) DO (mg/L)	(8) NH <sub>3</sub> (mg/L)
	Whole Numbers Only					One Decimal Place Only		
January								
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								
<i>Average</i>								

B. Please list the monthly average permit limits for the facility in the blanks below.

	BOD <sub>5</sub> (CBOD <sub>5</sub> ) (mg/L)	maximum Cl <sub>2</sub> (mg/L)	NH <sub>3</sub> (mg/L)	minimum DO (mg/L)
Monthly Permit Limit				
80% of the Permit Limit				

**Part II: EFFLUENT INFORMATION (cont.)**

C. Refer to the information in A & B and your operating reports to determine a point values for your facility.

Question	Number	Points Earned	Total Points
How many months did the effluent BOD <sub>5</sub> (CBOD <sub>5</sub> ) exceed 80% of monthly permit limit?		0 - 1 = 0 points 2 = 5 points 3 = 10 points 4 = 15 points 5 or more = 20 points	
How many months did the effluent BOD <sub>5</sub> (CBOD <sub>5</sub> ) exceed the monthly permit limits?		0 = 0 points 1 - 2 = 10 points 3 or more = 20 points	
How many months did the effluent TSS exceed 20 mg/L?		0 - 1 = 0 points 2 = 5 points 3 = 10 points 4 = 15 points 5 or more = 20 points	
How many months did the effluent TSS exceed 25 mg/L?		0 = 0 points 1 - 2 = 10 points 3 or more = 20 points	
How many times did the Cl <sub>2</sub> exceed permit limit?		0 = 0 points 1 - 2 = 15 points 3 or more = 30 points	
How many times did the NH <sub>3</sub> exceed permit limits?		0 = 0 points 1 - 2 = 15 points 3 or more = 30 points	
How many times did the DO not meet permit limit?		0 = 0 points 1 - 2 = 15 points 3 or more = 30 points	
How many months did the 30-day fecal coliform exceed 200 #/100 mL?		0 = 0 points 1 - 2 = 10 points 3 or more = 20 points	
How many months did the 30-day total coliform exceed 2,000 #/100 mL?		0 = 0 points 1 - 2 = 10 points 3 or more = 20 points	
How many months did the 30-day E-coli exceed 126 #/100 mL?		0 = 0 points 1 - 2 = 20 points 3 or more = 40 points	
<b>TOTAL PART II =</b>			

**Part III: FACILITY AGE**

In what year were the following process units constructed or underwent a major upgrade?  
To determine a point score subtract the construction or upgrade year from 2009.

Points = Age = Present Year - Construction or Upgrade Year.

Enter the calculated age below.

**If the point total exceeds 20 points, enter only 20 points.**

Unit Process	Current Year	Construction or Last Upgrade Year	Age = Points
Headworks	2009		
Primary Treatment	2009		
Secondary Treatment	2009		
Solids Handling	2009		
Disinfection	2009		
<b>TOTAL PART III (not greater than 20) =</b>			

**Part IV: BYPASSES**

Please complete the following table:

Question	Number	Points Earned	Total Points
How many days in the past year was there a bypass or overflow of untreated wastewater due to high flows?		0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points 4 = 20 points 5 or more = 25 points	
How many days in the last year was there a bypass or overflow of untreated wastewater due to equipment failure?		0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points 4 = 20 points 5 or more = 25 points	
<b>TOTAL PART IV =</b>			

**Part V: SOLIDS HANDLING**

A. Please complete the following table:

Current Disposal Method (check all that apply)	Points Earned	Total Points
Landfill	Class B = 0 points < Class B = 50 points	
Land Application	Site Life 0 - 5 years = 20 points 5 - 10 years = 10 points 10+ years = 0 points	
Give Away/Distribution and Marketing	Class A = 10 points Class B = 20 points	
<b>TOTAL PART V =</b>		

**Part VI: NEW DEVELOPMENT**

A. Please complete the following table:

Question	Points Earned	Total Points
Has an industry (or other development) moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10 - 20%)?	No = 0 points Yes = 10 points	
Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years, such that either flow or BOD <sub>5</sub> loadings to the sewerage system could significantly increase (25%)?	No = 0 points Yes = 10 points	
Have you experienced any upset due to septage haulers?	No = 0 points Yes = 10 points	
<b>TOTAL PART VI =</b>		

**Part VI: NEW DEVELOPMENT (cont.)**

- B. Approximate number of new residential sewer connections in the last year  
\_\_\_\_\_ new residential connections
- C. Approximate number of new commercial/industrial connections in the last year  
\_\_\_\_\_ new commercial/industrial connections
- D. Approximate number of new population serviced in the last year  
\_\_\_\_\_ new people served

**Part VII: OPERATOR CERTIFICATION**

- A. How many operators are currently employed by your facility?  
\_\_\_\_\_ operator(s) employed
- B. What is/are the name(s) of your DRC operator(s)?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. You are required to have the DRC operator(s) certified at GRADE III.  
What is the current grade of the DRC operator(s)? \_\_\_\_\_
- D. State of Utah Administrative Rules Require that all operators considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class.
- |               |       |
|---------------|-------|
| Not Certified | _____ |
| Treatment I   | _____ |
| Treatment II  | _____ |
| Treatment III | _____ |
| Treatment IV  | _____ |

**Part VII: OPERATOR CERTIFICATION (cont.)**

E. Please complete the following table:

Question	Points Earned	Total Points
Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C)	Yes = 0 points No = 50 points	
How many continuing education units has each of the DRC operator(s) completed over the last 3 years?	3 or more = 0 points less than 3 = 10 points	
<b>TOTAL PART VII =</b>		

**Part VIII: FACILITY MAINTENANCE**

A. Please complete the following table:

Question	Points Earned	Total Points
Do you follow an annual preventative maintenance program?	Yes = 0 points No = 30 points	
Is it written?	Yes = 0 points No = 20 points	
Do you have a written emergency response plan?	Yes = 0 points No = 20 points	
Do you have an updated operations and maintenance manual	Yes = 0 points No = 20 points	
Do you have a written safety plan?	Yes = 0 points No = 20 points	
<b>TOTAL PART VIII =</b>		

Part IX: SUBJECTIVE EVALUATION

*This section should be completed with the facility operators.*

- A. Do you consider your wastewater facility to be in good physical and structural condition?

YES \_\_\_\_\_ NO \_\_\_\_\_

If NOT, why?

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- B. What improvements do you think the plant will need in the next 5 years?

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- C. Where there any backups into basements at any point in the collection system in 2009.

YES \_\_\_\_\_ NO \_\_\_\_\_

Why? (do not include backups due to clogged laterals)

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- D. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS \_\_\_\_\_ SOMETIMES \_\_\_\_\_ NO \_\_\_\_\_

If so, what percentage do they pay?

approximately \_\_\_\_\_ %



## POINT SUMMATION

Fill in the values from Parts I through VIII in the blanks provided in column 1. Add the numbers to determine the MWPP point total that your wastewater facility has generated for the past twelve months.

Part	Points
I	
II	
III	
IV	
V	
VI	
VII	
VIII	
Total	

# Municipal Wastewater Planning Program (MWPP) Collection System Section

Owner Name: *SPANISH FORK CITY*  
Name and Title of Contact Person:

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Phone: 

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**PLEASE SUBMIT TO STATE BY: July 1, 2010**

Mail to: MWPP - Department of Environmental Quality  
c/o Paul Krauth, P.E.  
Division of Water Quality  
195 North 1950 West  
P.O. Box 144870  
Salt Lake City, Utah 84114-4870  
Phone : (801) 536-4346

Form completed by

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**Part I: SYSTEM AGE**

A. What year was your collection system first constructed (approximately)?

Year \_\_\_\_\_

B. What is the oldest part of your present system ?

Oldest part \_\_\_\_\_ years

**Part II: BYPASSES**

A. Please complete the following table:

Question	Number	Points Earned	Total Points
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater in the system due to rain or snowmelt?		0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater due to equipment failure? (except plugged laterals)		0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	
<b>TOTAL PART II =</b>			

B. Please specify whether the bypass(es) was caused a contract or tributary communities, etc.

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**Part III: NEW DEVELOPMENT**

A. Please complete the following table:

Question	Points Earned	Total Points
Has an industry (or other development) moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10 - 20%)?	No = 0 points Yes = 10 points	
Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years, such that either flow or BOD <sub>5</sub> loadings to the sewerage system could significantly increase (25%)?	No = 0 points Yes = 10 points	
<b>TOTAL PART III =</b>		

B. Approximate number of new residential sewer connections in the last year

\_\_\_\_\_ new residential connections

C. Approximate number of new commercial/industrial connections in the last year

\_\_\_\_\_ new commercial/industrial connections

D. Approximate number of new population serviced in the last year

\_\_\_\_\_ new people served

**Part IV: OPERATOR CERTIFICATION**

A. How many collection system operators are currently employed by your facility?

\_\_\_\_\_ collection system operators employed

B. What is/are the name(s) of your DRC operator(s)?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. You are required to have the DRC operator(s) certified at *GRADE III*.

What is the current grade of the DRC operator(s)? \_\_\_\_\_

D. State of Utah Administrative Rules require all operators considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class.

*Not Certified* \_\_\_\_\_

Small Lagoons \_\_\_\_\_

Collection I \_\_\_\_\_

Collection II \_\_\_\_\_

Collection III \_\_\_\_\_

Collection IV \_\_\_\_\_

E. Please complete the following table:

<i>Question</i>	Points Earned	Total Points
Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C)	Yes = 0 points No = 50 points	
How many continuing education units has each of the DRC operator(s) completed over the last 3 years?	3 or more = 0 points less than 3 = 10 points	
<b>TOTAL PART IV =</b>		

**Part V: FACILITY MAINTENANCE**

A. Please complete the following table:

Question	Points Earned	Total Points
Do you follow an annual preventative maintenance program?	Yes = 0 points No = 30 points	
Is it written?	Yes = 0 points No = 20 points	
Do you have a written emergency response plan?	Yes = 0 points No = 20 points	
Do you have an updated operations and maintenance manual	Yes = 0 points No = 20 points	
Do you have a written safety plan?	Yes = 0 points No = 20 points	
<b>TOTAL PART V =</b>		

**Part VI: SUBJECTIVE EVALUATION**

*This section should be with the system operators.*

A. Describe the physical condition of the sewer collection system: (lift stations, etc. included)

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B. What sewerage system improvements does the community have under consideration for the next 10 years?

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Part VI: SUBJECTIVE EVALUATION (cont.)

C. Explain what problems, other than plugging have you experienced over the last year

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D. Is your community presently involved in formal planning for system expansion/upgrading? If so explain.

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E. How many times in the last year were there sewage in basements at any point in the collection system for any reason, except plugging of the lateral connections?

\_\_\_\_\_ times sewage was in basements

F. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS \_\_\_\_\_ SOMETIMES \_\_\_\_\_ NO \_\_\_\_\_

If they do, what percentage is paid?

approximately \_\_\_\_\_ %

G. Is there a written policy regarding continuing education and training for wastewater operators?

YES \_\_\_\_\_ NO \_\_\_\_\_



## POINT SUMMATION

Fill in the values from Parts II through V in the blanks provided in column 1. Add the numbers to determine the MWPP point total that your wastewater facility has generated for the past twelve months.

Part	Points
II	
III	
IV	
V	
Total	

# Municipal Wastewater Planning Program (MWPP) Financial Evaluation Section

Owner Name: *SPANISH FORK CITY*

Name and Title of Contact Person:

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Phone: 

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**PLEASE SUBMIT TO STATE BY: July 1, 2010**

Mail to: MWPP - Department of Environmental Quality  
c/o Paul Krauth, P.E.  
Division of Water Quality  
195 North 1950 West  
P.O. Box 144870  
Salt Lake City, Utah 84114-4870  
Phone : (801) 536-4346

*NOTE: This questionnaire has been compiled for your benefit by a state sponsored task force comprised of representatives of local government and service districts. It is designed to assist you in making an evaluation of your wastewater system and financial planning. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please call, Emily Cantón. Utah Division of Water Quality: (801) 536-4342.*

I. Definitions: The following terms and definitions may help you complete the worksheets and questionnaire:

**User Charge (UC)** - A fee established for one or more class(es) of users of the wastewater treatment facilities that generate revenues to pay for costs of the system.

**Operation and Maintenance Expense** - Expenditures incurred for materials, labor, utilities, and other items necessary for managing and maintaining the facility to achieve or maintain the capacity and performance for which it was designed and constructed.

**Repair and Replacement Cost** - Expenditures incurred during the useful life of the treatment works for obtaining and installing equipment, accessories, and/or appurtenances necessary to maintain the existing capacity and the performance for which the facility was designed and constructed.

**Capital Needs** - Cost to construct, upgrade or improve the facility.

**Capital Improvement Reserve Account** - A reserve established to accumulate funds for construction and/or replacement of treatment facilities, collection lines or other capital improvement needs.

**Reserve for Debt Service** - A reserve for bond repayment as may be defined in accordance with terms of a bond indenture.

**Current Debt Service** - Interest and principal costs for debt payable this year.

**Repair and Replacement Sinking Fund** - A fund to accumulate funds for repairs and maintenance to fixed assets not normally included in operation expenses and for replacement costs (defined above).

## Part I: OPERATION AND MAINTENANCE

Complete the following table:

Question	Points Earned	Total
Are revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs <b>at this time</b> ?	YES = 0 points NO = 25 points	
Are the projected revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs for the <b>next five years</b> ?	YES = 0 points NO = 25 points	
Does the facility have sufficient staff to ensure proper O&M?	YES = 0 points NO = 25 points	
Has a dedicated sinking fund been established to provide for repair & replacement costs?	YES = 0 points NO = 25 points	
Is the repair & replacement sinking fund adequate to meet anticipated needs?	YES = 0 points NO = 25 points	
<b>TOTAL PART I =</b>		

## Part II: CAPITAL IMPROVEMENTS

Complete the following table:

Question	Points Earned	Total
Are present revenues collected sufficient to cover all costs and provide funding for capital improvements?	YES = 0 points NO = 25 points	
Are projected funding sources sufficient to cover all projected capital improvement costs for the <b>next five years</b> ?	YES = 0 points NO = 25 points	
Are projected funding sources sufficient to cover all projected capital improvement costs for the <b>next ten years</b> ?	YES = 0 points NO = 25 points	
Are projected funding sources sufficient to cover all projected capital improvement costs for the <b>next twenty years</b> ?	YES = 0 points NO = 25 points	
Has a dedicated sinking fund been established to provide for future capital improvements?	YES = 0 points NO = 25 points	
<b>TOTAL PART II =</b>		

**Part III: GENERAL QUESTIONS**

Complete the following table:

Question	Points Earned	Total
Is the wastewater treatment fund a separate enterprise fund/account or district?	YES = 0 points NO = 25 points	
Are you collecting <b>95%</b> or more of your sewer billings?	YES = 0 points NO = 25 points	
Is there a review, at least annually, of user fees?	YES = 0 points NO = 25 points	
Are bond reserve requirements being met if applicable?	YES = 0 points NO = 25 points	
<b>TOTAL PART III =</b>		

**Part IV: PROJECTED NEEDS**

Estimate as best you can the following:

Cost of projected capital improvements (in thousands)	2010	2011	2012	2013	2014

**Point Summation**

Fill in the values from Parts I through III in the blanks provided in column 1. Add the numbers to determine the MWPP point total that reflects your present financial position for meeting your wastewater needs.

Part	Points
I	
II	
III	
Total	

MEMO



To: Mayor and Council  
From: S. Junior Baker  
Date: 30 June 2010  
Re: UMPA Lease

On the City Council agenda, for July 6, is a lease agreement with UMPA. For many years, UMPA has used City owned property near the mouth of the canyon to conduct testing for wind powered electrical generation. For the most part, they sub-lease the property to companies who have the skills, time, and interest to do that, then share the data with UMPA. As a member of UMPA, Spanish Fork received the benefit of that testing and data. The City has not charged UMPA any rent for the use of the property. Up until now, the agreement has been verbal. This is formalizing the arrangement in a written document.

Since this has taken place for several years, it is listed as a consent item.

**Lease Agreement by and between  
Utah Municipal Power Agency  
and  
Spanish Fork City**

COME NOW the parties hereto, UTAH MUNICIPAL POWER AGENCY, a governmental entity organized and existing under the Utah Interlocal Co-Operation Act, "UMPA" and SPANISH FORK CITY, "City". UMPA and City may sometimes hereinafter be referred to individually as "Party" and collectively as "Parties".

**Witnesseth**

WHEREAS, Spanish Fork City owns property near the mouth of Spanish Fork Canyon, described as follows, and known hereafter as "The Property:"

All that portions of the Northeast quarter of the Northwest quarter of Section 34, Township 8 south of Range 3 east of the Salt Lake Base and Meridian, bounded on the Westerly side by the highway as described in deed of record in Book 294 at page 64, bounded on the easterly side by the right of way of the Salt Lake and Utah Railway right of way as described in deed of record in Book 638 at page 563, records in the office of the county recorder of Utah County, Utah and bounded on the north side by the north line of said Section 34, Township 8 south of Range 3 east of the Salt Lake Base and Meridian. Reserving to said grantors, all mineral gas and oil rights in and to said land, excepting gravel; and

WHEREAS, The Property receives daily winds by virtue of its location near the mouth of Spanish Fork Canyon; and

WHEREAS, UMPA was formed to provide low cost electrical energy to its members, one of which is City; and

WHEREAS, The Property is ideally situated for testing of wind generated electrical power; and

WHEREAS, UMPA is desirous of leasing The Property for the testing and/or generation of electric power through wind turbines; and

WHEREAS, UMPA may have a need to sublease The Property in order to receive the full benefit of testing for wind generated electrical power;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby contract, covenant, and agree as follows:

**Contract**

1. City hereby leases to UMPA The Property for use as a wind generated electrical power test site. UMPA shall pay no sums for the use of The Property as long as it is used for the

contemplated test site. If, however, UMPA subleases The Property for a sum of money, one-half of said sum shall be paid to City as rent.

2. UMPA, or a sublessee, may use The Property to install multiple towers and turbines, consistent with the Spanish Fork zoning code, and may locate an office trailer at the site in order to conduct the contemplated tests.

3. The term of this agreement is for five years, commencing on the 1<sup>st</sup> day of July, 2010 and terminating on the 30<sup>th</sup> day of June, 2015.

4. At the termination of this lease agreement and any extensions thereto, UMPA shall remove, from the site, all towers, turbines, and other facilities it has constructed, installed, or otherwise brought to The Property and reclaim the property in as good a condition as before its construction, or; if agreeable to both parties abandon the towers, turbines, and other facilities to City, to be City's property to do with as it chooses, in its sole discretion. UMPA shall further reclaim The Property to its condition prior to UMPA's use thereof, including any environmental contamination caused by UMPA or its sublessee(s).

5. UMPA, or its sublessee, shall provide proof of liability insurance, in a minimum amount of one million dollars (\$1,000,000.00) per occurrence, with two million dollars (\$2,000,000.00) aggregate, and shall at all times maintain such insurance relating to the project. City shall be named as an additional insured and shall be provided a certificate of insurance showing the same.

6. UMPA, or its sublessee, shall be responsible to obtain any and all federal, state, or local permits necessary to conduct testing on The Property, including meeting zoning, building code, and other requirements of Spanish Fork City.

7. UMPA shall indemnify and hold harmless City from any liability of any kind and defend all claims arising from its use of The Property, including, but not limited to, payment of attorney's fees incurred in defending any claim.

8. This agreement represents the entire Contract between the Parties. All prior negotiations, understandings, promises, or inducements are merged herein and superseded hereby.

9. This agreement may be amended only by written document signed by all the Parties hereto.

10. In the event of a breach of this Contract, the non-breaching Party shall be entitled to recover its costs and attorney's fees, whether or not the matter is litigated.

11. This Contract is binding upon the heirs, successors, and/or assigns of the Parties.

DATED this 6th day of July, 2010

Utah Municipal Power Agency by:

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Mark R. Jones, Chairman

Attest:

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Lynn Durrant, Secretary

Spanish Fork City by:

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G. Wayne Andersen, Mayor

Attest:

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Kent R. Clark, Recorder

**SPANISH FORK CITY  
STAFF REPORT TO CITY COUNCIL**



Agenda Date:	July 6, 2010
Staff Contacts:	Dave Oyler, City Manager Seth Perrins, Assistant City Manager
Reviewed By:	Junior Baker, City Attorney
Subject:	Uninsured/Underinsured Coverage Waiver

**Background Discussion:**

Please see the attached memo from Kathy Kenison at URMMA detailing this item.

Spanish Fork City has not used any such coverage in the past 5 years. This is not to say that it won't be needed, but we have no recent loss history.

**Recommendation:**

Staff's recommendation is to select the lower coverages for all three insurance options. This will keep our insurance premiums for the new year as they have been quoted and budgeted.

Should the Council choose to select differing coverage amounts, this agenda item should be removed from the consent agenda and then discussed. The motion should then identify which specific coverage amounts are desired.

If this does not occur, the lower coverages will be selected.



June 25, 2010

Dave Oyler  
City Manager  
40 South Main  
Spanish Fork, UT 84660

Re: Uninsured/Underinsured Coverage Waiver

VIA Certified Mail

Dear Dave:

Enclosed please find the waiver for uninsured/underinsured motorist coverage which will affect your City's coverage through URMMA. An explanation of the waiver and its implications were given at the annual Board meeting on June 24. Your City is now required to select coverage levels for each of the outlined coverages. The waiver must be signed by the person in the City who has the authority to enter into contractual agreements. Depending on your City's form of government, you may need council approval to execute the waiver.

Jim Fisher, URMMA's Claims and Litigation Manager, explained the need for the waiver at the Board meeting. The following synopsis is being provided at the request of our members.

### **Historical Background**

In 2003 URMMA sent out uninsured/underinsured motorist coverage waivers to each of our members indicating that the URMMA coverage limits would be statutory the minimum amount, which at that time was \$25,000/\$65,000 per occurrence for uninsured motorist coverage, and \$10,000 per occurrence for underinsured motorist coverage. Members were asked to review the waiver with the appropriate governing bodies, sign the waiver and return it to URMMA. Unfortunately, only about half of the waivers were actually returned to URMMA.

### **Changes in State Code**

Since that time, the State Legislature has changed the State Code regarding this coverage. Each entity must now select their level of coverage and subsequent premium for that coverage.

**The Executive Committee has discussed this issue in detail and has recommended that every member select the minimum coverage listed for each item on the waiver. By selecting the minimum coverage levels, there will be no increase in premium for this coverage.** If a

city selects a higher coverage limit, or fails to return the executed waiver, they will be billed the premium amount attached to that coverage level. In addition to the premium, these losses will be treated as any other loss, meaning that it will be subject to a deductible and recaptured losses.

### **Application**

If a City employee sustains significant injuries in a vehicle accident where the other party is at fault and the other vehicle does not have insurance or they have inadequate insurance, the employee may file a uninsured/underinsured motor vehicle claim against the City. Although the employee's injuries, lost wages, etc. will be covered by workers compensation insurance, the employee can also seek relief from the City through this coverage. State law does not allow the City to offset uninsured/underinsured by the workers comp benefits paid. These types of claims can be very costly for the City.

### **Action Required**

URMMA defense counsel feels the enclosed waiver fulfills all of the requirements of the State Code regarding these coverages. **Please review the coverage waiver with the appropriate people in your City, select the coverage levels desired, sign it in the appropriate places, and return it to me by July 30, 2010.**

If you have questions regarding the waiver or coverage, please feel free to contact us. Thank you for your assistance in this matter. We appreciate the opportunity to work with you.

Sincerely,



Kathy Kenison  
Administrative Services Manager

## UNINSURED/UNDERINSURED SELECTION OF LOWER LIMITS OR REJECTION OF COVERAGE

Member: Spanish Fork

Group: II

Utah law requires that motor vehicle coverage provided by the Joint Protection Program ("JPP") include uninsured and underinsured motorist coverage in amounts equal to the liability coverage available under the JPP unless you purchase those coverages in lesser amounts. You may not elect uninsured or underinsured coverage in amounts greater than the liability coverage specified in your policy.

To select lower limits of uninsured or underinsured motorist coverage, you must complete and sign this form. Your choice of coverage will remain in effect until you request coverage or different coverage limits from us in writing. Your selection will apply to all persons covered under your policy.

If you have any questions about the options on this form, ask URMMA for clarification.

### UNINSURED MOTORIST COVERAGE - BODILY INJURY

Uninsured motorist coverage compensates any covered individual under the JPP policy for bodily injury or death where that individual is legally entitled to recover damages from an owner or operator of an uninsured motor vehicle. An uninsured motor vehicle is: (1) a motor vehicle which is not covered by liability insurance at the time of the accident; (2) a motor vehicle which has liability insurance coverage of less than \$25,000 coverage per person and \$65,000 combined single limit coverage; (3) an unidentified motor vehicle, the driver of which has caused an accident and left the scene; or (4) a motor vehicle which is covered by liability insurance where the insurer denies coverage or disputes coverage for more than 60 days; or (5) a motor vehicle for which the insurer is or becomes insolvent. You may not purchase uninsured coverage on vehicles not used for transporting individuals for payment in limits less than those specified by statute: \$25,000 per injured person, \$65,000 for two or more injured persons, and \$15,000 in property damage, for a combined single limit of \$80,000.

If you chose to purchase uninsured motorist coverage with bodily injury limits equal to the liability damage limits established by the Utah Governmental Immunity Act, **you will be charged an additional premium in the amount of \$15,000.00.** You may choose lesser uninsured motorist coverage in the following amounts by paying the specified premium (place an "X" in the box for your selection):

- \$100,000 for bodily injury or death of one person, \$300,000 for bodily injury to or death of two or more persons, and \$25,000 for injury to property. **The additional premium amount for this coverage is \$6,000.00.**
- \$25,000 for bodily injury or death of one person, \$65,000 for bodily injury to or death of two or more persons, and \$15,000 for injury to property. **There is no additional premium for this coverage.**

**Selection of Limits for Uninsured Motorist Coverage**

As its authorized representative and on behalf of the Member, election is hereby made to purchase uninsured motorist coverage at the above-identified limits which are less than the bodily injury limits under the JPP.

By \_\_\_\_\_

Its \_\_\_\_\_

**UNINSURED MOTORIST COVERAGE - TRANSPORTING FOR PAYMENT**

Under Utah law, Utah Code Ann. § 31A-22-305(4)(b), governmental entities that are engaged in the business of, or that accept payment for, transporting natural persons by motor vehicle must provide uninsured motorist coverage of at least \$25,000 per person and \$500,000 per accident, which coverage is provided under the JPP as part as your base premium. You may not reject uninsured motor coverage or purchase uninsured motorist coverage less than \$25,000 per person and \$500,000 per accident for bodily injury to a person injured while being transported in a vehicle operated by you for which you accept payment for transporting that person. You may, however, provide higher limits equal to the liability damage limits established by the Utah Governmental Immunity Act.

If you choose to purchase uninsured motorist coverage with bodily injury limits equal to the liability damage limits established by the Utah Governmental Immunity Act, **you will be charged an additional premium in the amount of \$15,000.00.** You may choose the amount of uninsured motorist coverage for bodily injury to a person while being transported in a vehicle operated by you for which you accept payment for transporting that person in the following amounts by paying the specified premium (place an "X" in the box for your selection):

- The amounts established for bodily injury or death of one person and for bodily injury or death of two or more persons in the amount of the liability damage limits established by the Utah Governmental Immunity Act. **The additional premium amount for this coverage is \$15,000.00.**
- \$25,000 for bodily injury or death of one person and \$500,000 for two or more persons injured in the same occurrence. **There is no additional premium for this coverage.**

**Selection of Limits for Underinsured Motorist Coverage While Transporting for Payment**

As its authorized representative and on behalf of the Member, election is hereby made to

purchase uninsured motorist coverage while transporting for payment at the above-identified limits.

By \_\_\_\_\_

Its \_\_\_\_\_

### UNDERINSURED MOTORIST COVERAGE - BODILY INJURY

Underinsured motorist coverage compensates any covered individual under the JPP for bodily injury or death where that individual is legally entitled to recover damages from an owner or operator of an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle which is covered under a liability policy at the time of an injury-causing occurrence, but which has insufficient liability coverage to compensate the injured party for all special and general damages to which that person is legally entitled. An underinsured motor vehicle is NOT: (1) a vehicle covered under the liability coverage provided by the JPP; (2) an uninsured motor vehicle as described above; or (3) a motor vehicle owned or leased by the Member.

If you chose to purchase underinsured motorist coverage with bodily injury limits equal to the liability damage limits established by the Utah Governmental Immunity Act, **you will be charged a premium in the amount of \$5,000.00.** You may choose lesser underinsured motorist coverage in the following amounts by payment of the specified premium (place an "X" in the box for your selection):

- \$50,000 for bodily injury or death of one person and \$150,000 for bodily injury to or death of two or more persons. **The additional premium amount for this coverage is \$2,500.00.**
- \$10,000 for bodily injury or death of one person and \$20,000 for bodily injury to or death of two or more persons. **There is no additional premium for this coverage.**

#### Selection of Limits for Underinsured Motorist Coverage

As its authorized representative and on behalf of the Member, election is hereby made to purchase underinsured motorist coverage at the above-identified limits which are less than the bodily injury limits of the JPP.

By \_\_\_\_\_

Its \_\_\_\_\_

The Member understands the purpose and contents of this form and that this selection form will become part of the JPP and any renewal or replacement Program. The Member understands that the above explanations of coverages are intended to be brief descriptions of those coverages and that payment of benefits under any and all coverages is subject to the terms

and conditions of the JPP and the laws of Utah. The Member also understands that the above selection of lesser uninsured or underinsured policy limits, or rejection of either or both coverages, will remain in force on all subsequent joint protection program unless the Member requests coverage or higher limits in writing.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Its \_\_\_\_\_

**ENDORSEMENT OF COVERAGE**

Pursuant to the election made by and on behalf of the Member and in consideration of the designated premium charge,

Uninsured motorist coverage is hereby provided in the following amounts:

\_\_\_\_\_  
\_\_\_\_\_;

Uninsured motorist coverage transporting for payment is hereby provided in the following amount:

\_\_\_\_\_  
\_\_\_\_\_; and

Underinsured motorist coverage is hereby provided in the following amounts:

\_\_\_\_\_  
\_\_\_\_\_



**DATE: July 2, 2010**

**TO: Mayor Andersen and City Council**

**FROM: Richard Heap, Public Works Director**

**RE: River Bottoms Trail Project**

The River Bottoms Trail Project consists of four bridges crossing the Spanish Fork River along the 4.4 mile length. Once the trail reaches Main Street, it will be within UDOT's Right of Way. The attached agreement allows the City to install a bridge parallel to the new UDOT bridge crossing the Spanish Fork River. This agreement would also allow the trail to be installed beneath the new bridge allowing pedestrians to reach the Sports Park with out crossing Spanish Fork Main Street.

This memo is to recommend that the City Council approve the agreement with Utah Department of Transportation allowing the City to move forward on this portion of the project. .

**SUPPLEMENTAL AGREEMENT**  
F-0198(11)12; PIN No. 5753  
SR-198, Spanish Fork Main St.,  
Fairgrounds to Arrowhead  
**SPANISH FORK CITY**  
Federal ID No. 87-6000284  
(Pedestrian Bridge)

**COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2010, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**” and **SPANISH FORK CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**CITY**”

**WITNESSETH:**

**WHEREAS**, the **CITY** desires to construct a pedestrian trail and pedestrian bridge over the Spanish Fork River within **UDOT** right-of-way; and

**THIS AGREEMENT**, this agreement is written to detail the terms and conditions whereunder said pedestrian trail improvements shall be allowed to take place within **UDOT** right-of-way; and

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

1. **UDOT** retains ownership of the real property and if **UDOT** determines in the future the need to widen the roadway the City will remove and relocate the pedestrian bridge at their expense.
2. **CITY** will be required to obtain their own stream alteration permit and 404 permit for placement of the bridge and trail.
3. **UDOT** Central Structures division representative (currently Fred Doehring 801-633-6215 [fdoehring@utah.gov](mailto:fdoehring@utah.gov) ) shall review and approve of the design and placement of the bridge within the **UDOT** ROW prior to the bridge being fabricated. The design of the bridge shall meet AASHTO LRFD design standards, it shall be designed as a normal bridge for seismic purposes and shall meet the hydraulic design requirements that were used for the design of structure F-775 on SR-198 over the Spanish Fork river; sheets one and two of that design are marked “EXHIBIT A”, attached hereto and thereby made a part hereof.
4. Removal of Rip Rap placed during the construction of **UDOT** structure F-775 shall not be allowed for the construction and placement of the pedestrian trail and the pedestrian bridge unless the proposed revisions are reviewed and approved by the **UDOT** Central Structures division representative referenced in item #3.



**SUPPLEMENTAL AGREEMENT**

F-0198(11)12; PIN No. 5753

SR-198, Spanish Fork Main St.,

Fairgrounds to Arrowhead

**SPANISH FORK CITY**

Federal ID No. 87-6000284

(Pedestrian Bridge)

5. **CITY** shall be required to negotiate for any additional ROW that is needed and the placement of the bridge shall not close or impede any access that are in place at the completion of the current **UDOT** project F-0198(11)12.

6. All submittals and approvals shall be coordinated through the **UDOT** Region Three permits office

7. No construction work shall be allowed on the pedestrian bridge project until the completion of the current **UDOT** project F-0198(11)12 which is anticipated to be no later than August 1, 2010.

8. All terms and conditions contained herein will perpetuate to the benefit of and be binding upon the parties hereto, their successors and assigns.

9. All work associated with the pedestrian improvements will be at the full expense of the **CITY**. **CITY** shall be responsible for all maintenance cost associated with said pedestrian trail improvements. If at any time **UDOT** performs any maintenance, repairs or work associated with or caused by said **CITY** pedestrian trail improvements, agrees to reimburse **UDOT** for all costs associated with the maintenance, repairs or work

10. If at any time **UDOT** finds **CITY** pedestrian trail improvements to be causing damage to any portion of **UDOT**'s structure F-775, the may be required to remove said **CITY** pedestrian trail improvements at no cost to **UDOT**.

---

**SUPPLEMENTAL AGREEMENT**  
F-0198(11)12; PIN No. 5753  
SR-198, Spanish Fork Main St.,  
Fairgrounds to Arrowhead  
**SPANISH FORK CITY**  
Federal ID No. 87-6000284  
(Pedestrian Bridge)

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

**ATTEST:**

**SPANISH FORK CITY CORPORATION,**  
a Municipal Corporation of the State of Utah

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(IMPRESS SEAL)

\*\*\*\*\*  
**RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Region Utilities Coordinator

By: \_\_\_\_\_  
Region Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

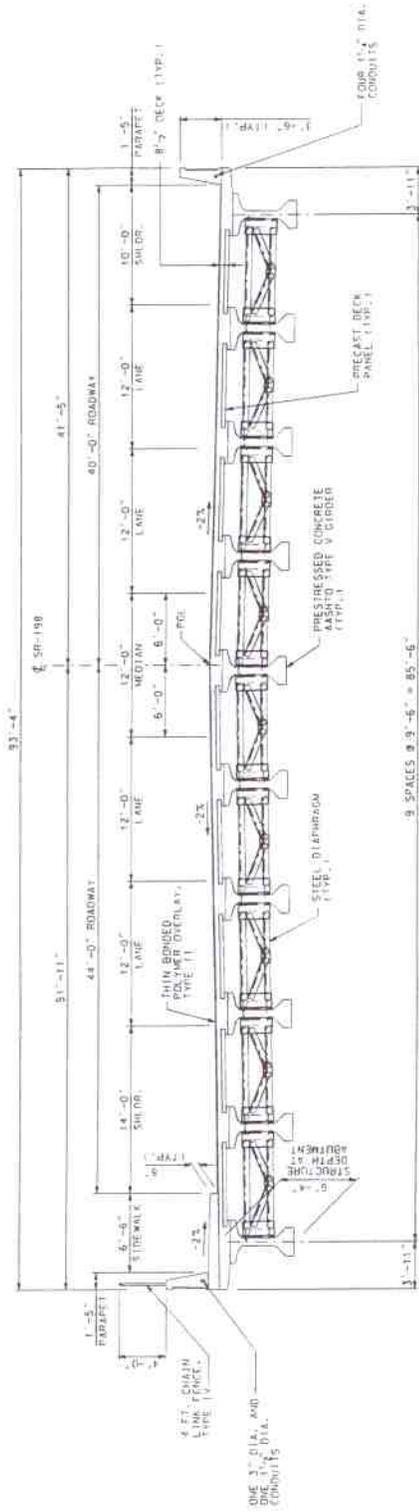
**COMPTROLLER OFFICE**

By: \_\_\_\_\_  
Contract Administrator

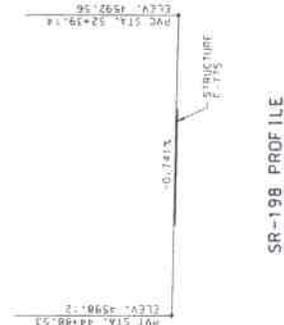
Date: \_\_\_\_\_



EXHIBIT A



SECTION THROUGH STRUCTURE



SR-198 PROFILE

HYDRAULIC DATA

DRAINAGE AREA.....	652.50 MI.
FLOWLINE ELEV. AT APPROACH SECTION.....	4516.79 FT.
FLOWLINE ELEV. AT BRIDGE SECTION.....	4574.13 FT.
DESIGN DISCHARGE (CFS).....	3150 CFS
EXISTING WSEL AT APPROACH SECTION.....	4587.54 FT.
PROPOSED WSEL AT APPROACH SECTION.....	4587.08 FT.
DESIGN DISCHARGE (CFS).....	3150 CFS
EXISTING WSEL AT BRIDGE SECTION.....	4588.24 FT.
PROPOSED WSEL AT BRIDGE SECTION.....	4588.24 FT.
DEPTH OF CONTRACTION SCOUR (10000).....	3.80 FT.
DEPTH OF CONTRACTION SCOUR (1000).....	3.0 FT.
TOTAL SCOUR DEPTH AT LEFT ABUTMENT (10000).....	3.0 FT.
TOTAL SCOUR DEPTH AT RIGHT ABUTMENT (10000).....	3.0 FT.
EXISTING WSEL AT APPROACH SECTION (10500).....	4572.96 FT.
PROPOSED WSEL AT APPROACH SECTION (10500).....	4572.96 FT.
VELOCITY THROUGH BRIDGE SECTION (10500).....	5.55 CFS
TOTAL SCOUR DEPTH ON LEFT ABUTMENT (10500).....	7.0 FT.
TOTAL SCOUR DEPTH ON RIGHT ABUTMENT (10500).....	7.0 FT.
TOTAL SCOUR DEPTH AT RIGID ABUTMENT (10500).....	12.0 FT.

NOTES:  
 1. ELEVATIONS PER ROAD 28.  
 2. COMPONENTS OF TOTAL SCOUR DOCUMENTED IN BRIDGE HYDRAULICS REPORT.



04/20/2008

PROJECT NUMBER	F-0198(1)12
SITATION AND LAYOUT 2	
SR-198 OVER SPANISH FORK RIVER	
FAIRGROUNDS TO ARROWHEAD	
SR-198 SPANISH FORK MAIN ST.	
UTAH	
COUNTY	
F-1715	
DRAWING NO.	
DATE	
NO.	
DATE	
REVISIONS	

UTAH DEPARTMENT OF TRANSPORTATION  
 SALT LAKE CITY, UTAH  
 STRUCTURES DIVISION

# ORDINANCE NO. 11-10

## ROLL CALL

VOTING	YES	NO
MAYOR G. WAYNE ANDERSEN <i>(votes only in case of tie)</i>		
ROD DART <i>Councilmember</i>		
RICHARD M. DAVIS <i>Councilmember</i>		
STEVE LEIFSON <i>Councilmember</i>		
JENS P. NIELSON <i>Councilmember</i>		
KEIR A. SCUBES <i>Councilmember</i>		

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

## ORDINANCE No. 11-10

### AN ORDINANCE AMENDING THE BUSINESS LICENSE FEE FOR A SOLICITOR

WHEREAS, Spanish Fork City issues business licenses to solicitors or canvassers;

and

WHEREAS, the current cost is \$25.00 per solicitor per day up to a maximum cost of \$300.00 per year; and

WHEREAS, that cost becomes very expensive and exceeds the cost of regulation incurred by the City if a single company sends numerous solicitors to the City; and

WHEREAS, the City has undertaken an analysis to determine the true cost of servicing and regulating solicitors business licenses; and

WHEREAS, it is a protection to the residents of the City for the City to know who is soliciting in the City and to have such individuals licensed; and

WHEREAS, it has also been apparent that certain provisions of the Municipal Code related to home occupations should be amended to meet certain practicalities;

NOW THEREFORE, be it ordained and enacted by the Spanish Fork City Council as follows:

I.

Spanish Fork City Municipal Code §5.04.110(F) is hereby amended as follows:

**5.04.110 Fee Schedule.**

F. The fee amount for a business license for a canvasser or a solicitor shall be \$100.00 per calendar year. No canvasser or solicitor license shall be valid during the period of the Fiesta Days celebration.

II.

This Ordinance shall become effective 20 days after passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 6th day of July, 2010.

---

G. WAYNE ANDERSEN, Mayor

Attest:

---

Kent R. Clark, City Recorder

**SPANISH FORK RIVER TRAIL PROJECT  
EASEMENT AND DEVELOPMENT AGREEMENT**

This agreement is entered between A & H MCKELL FAMILY, L.C. (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner and for subsequent development of the remainder property. This agreement is authorized pursuant to the terms of Utah Code Ann. §10-9a-102(2).

WHEREAS, Owner is the owner of certain real property located in Spanish Fork, Utah County, State of Utah; and

WHEREAS, City is desirous of obtaining an easement over and through the real property owned by Owner for the purpose of constructing and maintaining a trail system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The "Easement" is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 246.02 FEET AND EAST 145.72 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N70°30'00"E 16.05 FEET; THENCE S15°11'36"E 12.48 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT 58.45 FEET (CHORD BEARS: S08°29'45"E 58.31 FEET); THENCE S01°47'54"E 65.70 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT 20.04 FEET (CHORD BEARS: S04°05'41"E 20.03 FEET); THENCE S06°23'28"E 28.78 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT 22.56 FEET (CHORD BEARS: S00°04'14"W 22.51 FEET); THENCE S06°31'56"W 22.47 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT 16.69 FEET (CHORD BEARS: S01°45'03"W 16.67 FEET); THENCE S03°01'50"E 23.12 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT 33.74 FEET (CHORD BEARS: S06°38'08"W 33.58 FEET); THENCE S16°18'05"W 12.74 FEET; THENCE ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT 14.53 FEET (CHORD BEARS: S10°45'02"W 14.51 FEET); THENCE S05°11'59"W 26.17 FEET; THENCE ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT 106.94 FEET (CHORD BEARS: S15°13'28"E 104.69 FEET); THENCE S35°38'56"E 98.68 FEET; THENCE ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT 40.38 FEET (CHORD BEARS: S39°30'18"E 40.35 FEET); THENCE S43°21'40"E 18.16 FEET; THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT 12.71 FEET (CHORD BEARS: S36°04'53"E 12.67 FEET); THENCE S28°48'06"E 76.45 FEET; THENCE ALONG THE ARC OF A 110.00 FOOT RADIUS CURVE TO THE LEFT 50.19 FEET (CHORD BEARS: S41°52'25"E 49.76 FEET); THENCE S54°56'44"E 38.65 FEET; THENCE ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE LEFT 28.74 FEET (CHORD BEARS: S65°14'14"E 28.59 FEET); THENCE S75°31'45"E 21.02 FEET; THENCE ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE RIGHT 27.69 FEET (CHORD BEARS: S65°36'50"E 27.55 FEET); THENCE S55°41'56"E 23.83 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT 55.96 FEET (CHORD BEARS: S49°17'09"E 55.85 FEET); THENCE S42°52'23"E 86.24 FEET; THENCE ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT 33.90 FEET (CHORD BEARS: S40°55'50"E 33.90 FEET); THENCE S38°59'17"E 24.44 FEET; THENCE ALONG THE ARC OF A 26.00 FOOT RADIUS TO

THE RIGHT 30.46 FEET (CHORD BEARS: S05°25'41"E 28.75 FEET); THENCE S28°07'55"W 100.77 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 30.47 FEET (CHORD BEARS: S15°30'41"E 27.61 FEET); THENCE S59°09'16"E 71.74 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 31.42 FEET (CHORD BEARS: S14°09'16"E 28.28 FEET); THENCE S30°50'44"W 43.05 FEET; THENCE N59°09'16"W 16.00 FEET; THENCE N30°50'44"E 11.05 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 31.42 FEET (CHORD BEARS: N14°09'16"W 28.28 FEET); THENCE N59°09'16"W 70.24 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 30.47 FEET (CHORD BEARS: N15°30'41"W 27.61 FEET); THENCE N28°07'55"E 132.05 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT 11.71 FEET (CHORD BEARS: N05°25'41"W 11.06 FEET); THENCE N38°59'17"W 24.44 FEET; THENCE ALONG THE ARC OF A 484.00 FOOT RADIUS CURVE TO THE LEFT 32.82 FEET (CHORD BEARS: N40°55'50"W 32.81 FEET); THENCE N42°52'23"W 86.24 FEET; THENCE ALONG THE ARC OF 234.00 FOOT RADIUS CURVE TO THE LEFT 52.38 FEET (CHORD BEARS: N49°17'09"W 52.27 FEET); THENCE N55°41'56"W 23.83 FEET; THENCE ALONG THE ARC OF A 64.00 FOOT RADIUS CURVE TO THE LEFT 22.15 FEET (CHORD BEARS: N65°36'50"W 22.04 FEET); THENCE N75°31'45"W 21.02 FEET; THENCE ALONG THE ARC OF A 96.00 FOOT RADIUS CURVE TO THE RIGHT 34.49 FEET (CHORD BEARS: N65°14'14"W 34.30 FEET); THENCE N54°56'44"W 38.65 FEET; THENCE ALONG THE ARC OF A 126.00 FOOT RADIUS CURVE TO THE RIGHT 57.49 FEET (CHORD BEARS: N41°52'25"W 57.00 FEET); THENCE N28°48'06"W 76.45 FEET; THENCE ALONG THE ARC OF A 34.00 FOOT RADIUS CURVE TO THE LEFT 8.64 FEET (CHORD BEARS: N36°04'53"W 8.62 FEET); THENCE N43°21'40"W 18.16 FEET; THENCE ALONG THE ARC OF A 316.00 FOOT RADIUS CURVE TO THE RIGHT 42.53 FEET (CHORD BEARS: N39°30'18"W 42.50 FEET); THENCE N35°38'56"W 98.68 FEET; THENCE ALONG THE ARC OF A 166.00 FOOT RADIUS CURVE TO THE RIGHT 118.35 FEET (CHORD BEARS: N15°13'28"W 115.86 FEET); THENCE N05°11'59"E 26.17 FEET; THENCE ALONG THE ARC OF A 91.00 FOOT RADIUS CURVE TO THE RIGHT 17.63 FEET (CHORD BEARS: N10°45'02"E 17.60 FEET); THENCE N16°18'05"E 12.74 FEET; THENCE ALONG THE ARC OF A 84.00 FOOT RADIUS CURVE TO THE LEFT 28.34 FEET (CHORD BEARS: N06°38'08"E 28.21 FEET); THENCE N03°01'50"W 23.12 FEET; THENCE ALONG THE ARC OF A 116.00 FOOT RADIUS CURVE TO THE RIGHT 19.36 FEET (CHORD BEARS: N01°45'03"E 19.34 FEET); THENCE N06°31'56"E 22.47 FEET; THENCE ALONG THE ARC OF A 84.00 FOOT RADIUS CURVE TO THE LEFT 18.95 FEET (CHORD BEARS: N00°04'14"E 18.91 FEET); THENCE N06°23'28"W 28.78 FEET; THENCE ALONG THE ARC OF A 266.00 RADIUS CURVE TO THE RIGHT 21.32 FEET (CHORD BEARS: N04°05'41"W 21.32 FEET); THENCE N01°47'54"W 65.70 FEET; THENCE ALONG THE ARC OF A 234.00 FOOT RADIUS CURVE TO THE LEFT 54.71 FEET (CHORD BEARS: N08°29'45"W 54.58 FEET); THENCE N15°11'36"W 11.28 FEET TO THE POINT OF BEGINNING.  
CONTAINING: 0.56 ACRES

2. City shall cause a trail to be constructed upon the Easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, cement, large rocks, or other similar types of debris which is created, uncovered, or removed during excavation, and shall cause the Owner's adjacent property to be restored to a condition which existed prior to the excavation.

3. City shall pay Owner \$38,200.00 as fair market value for the Easement granted, which shall effectively bisect Owner's property - creating one large parcel to the east of the Easement, and two small parcels to the west of the Easement (collectively the "West Parcels").

4. In order to mitigate against the substantial severance damages to be otherwise incurred by Owner for the negative effect of bisecting Owner's property and creating virtually land-locked West Parcels because of the Easement, City hereby covenants with Owner to require that any development of real property adjacent to the west of either of the West Parcels tie into and provide sufficient vehicular access to allow the ~~residential~~ development of Owner's Western Parcels in accordance with City's Development Standards in place at the time Owner desires to develop. This covenant legislatively authorized and is made by City pursuant to Utah's Municipal Land Use Development and Management Act, Utah Code, Title 10, Chapter 9A.

5. City shall construct a field fence along the Easement. City shall construct \_\_\_ gates. Gates shall be "Powder River" type double gates with a minimum of ten foot and a maximum of fourteen foot panels. City shall also provide \_\_\_ walk-through gate(s) at location(s) identified by Owner. It shall be City's obligation to maintain the fence, as well as the trail, when constructed. City will own and maintain all fences and gates constructed in relation to the trail system.

6. Owner shall have no obligation to remove trash from the Easement. City shall be responsible to contract for trash removal from the Easement and the property immediately adjacent thereto, or do it itself. Owner hereby grants to City permission to enter the property immediately adjacent thereto in order to fulfill its obligations under this paragraph.

7. The trail, when constructed, shall be for pedestrian and equestrian use. No motorized vehicles shall be allowed except for access use by Owner, maintenance of the trail and river, and emergency vehicles. City may place appropriate bollards to keep motorized vehicles off the trail and Easement. City will post signs indicating the restriction concerning motorized vehicles.

8. City agrees to indemnify and hold harmless Owner from any and all liability arising from the public's use of the trail or Easement, including defending any court action. This indemnity shall not extend to the intentional or grossly negligent acts of Owner.

9. At the time of future development, City shall allow Owner, or its successor in interest, to claim the acreage included within the Easement as part of the total acreage in calculating density for the development project, if Owner desires to create a master planned development.

10. By granting the Easement identified herein, Owner has made its land available for recreational purposes and thus, is entitled to the protections and limits of liability of the Utah Limitation of Landowner Liability - Public Recreation Act, Utah Code Ann. §57-14-1 et seq. (1953, as amended).

DATED this \_\_\_\_\_ day of July, 2010.

SPANISH FORK CITY by:

Attest:

---

G. WAYNE ANDERSEN, Mayor

---

KENT R. CLARK, Recorder

A & H McKELL FAMILY, L.C.

---

BRENT A. McKELL, MANAGER

# ORDINANCE NO. 12-10

## ROLL CALL

VOTING	YES	NO
MAYOR G. WAYNE ANDERSEN <i>(votes only in case of tie)</i>		
ROD DART <i>Council member</i>		
RICHARD M. DAVIS <i>Council member</i>		
STEVE LEIFSON <i>Council member</i>		
JENS P. NIELSON <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

## ORDINANCE No. 12-10

### AN ORDINANCE AMENDING THE RIGHT TO KEEP CHICKENS

WHEREAS, Spanish Fork City has adopted an ordinance allowing chickens, with certain restrictions, to be kept in residential zones; and

WHEREAS, the ordinance does not require permits to keep chickens in residential zones; and

WHEREAS, since the ordinance was enacted, the animal control officer has dealt with chickens on a frequent basis and feels that requiring a permit would lessen the issues and violations concerning chickens; and

WHEREAS, experience with the ordinance further indicates that the size of the allowed enclosure should be regulated in order to avoid conflicts between neighbors and better protect chickens from their predators, including domestic dogs and cats; and

NOW THEREFORE, be it ordained and enacted by the Spanish Fork City Council as follows:

I.

Spanish Fork City Municipal Code §6.20.020(D) is hereby amended as follows:

**6.20.020. Enclosures Required.**

To keep chickens, an enclosure, including a coop, is required, in accordance with the regulations established in this section.

(A) [unchanged]

(B) [unchanged]

(C) [unchanged]

(D) The coop and enclosure shall be structurally sound and located in a rear yard at least twenty-five feet from any neighboring residential structures and at least six feet from the primary residential structure on the property. The coop and enclosure shall be set back from the property line a minimum of five feet and must also meet the minimum setback for accessory structures within the zoning district. The coop and enclosure shall be hidden from the public view through the use of opaque fencing materials or vegetative screening. Because a corner lot technically does not include a rear yard, the owner of a corner lot may choose one of the "side" yards to function as a rear yard for the purposes of keeping chickens and locating the coop. Any enclosure shall be attached to the coop and have sides and a top constructed sufficiently to prevent predators from entering. The enclosure shall have a minimum size of three square feet per bird and a maximum size of five square feet per bird.

(E) [unchanged]

(F) [unchanged]

II.

Spanish Fork City Municipal Code §6.20.035 is hereby created as follows:

**6.20.035. Permit Required.**

A permit to keep chickens in residential zones pursuant to the terms of this ordinance is required. A person desiring to have chickens shall obtain a permit for the location where the chickens are to be kept. Permits may be obtained from the animal

control officer. A permit application shall be accompanied by a drawing showing where, at the desired location, chickens will be kept. The price of the permit shall be established by resolution of the City Council, or in the annual budget.

**III.**

The initial cost of a permit to keep chickens, until changed by action of the City Council, is five dollars (\$5.00) per year.

**IV.**

This Ordinance shall take effect 20 days after passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 6th day of July, 2010.

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

Attest:

\_\_\_\_\_  
Kent R. Clark, City Recorder

## **SECOND AMENDED G.P.S. INTERLOCAL AGREEMENT**

This **SECOND AMENDED G.P.S. INTERLOCAL AGREEMENT** is entered into as of the 6th day of July, 2010 by and between Spanish Fork City, a municipality of the State of Utah, with an address at 40 South Main Street, Spanish Fork, Utah, 84660 and Springville City, a municipality of the State of Utah, with an address of 110 South Main Street, Springville, Utah 84663.

WHEREAS, the Utah Interlocal Cooperation Act (UCA Section 11-13-1 et seq.) allows public entities, including municipalities, to enter into mutually advantageous agreements; and

WHEREAS, for several years, Springville City and Spanish Fork City have participated in a joint G.P.S. Interlocal Agreement for the purpose of administrating G.P.S equipment and personnel; and

WHEREAS, the two cities desire to enter into this Second Amended Interlocal Agreement to continue to provide G.P.S. services between the two cities in accordance with the terms found herein.

NOW THEREFORE, Springville City and Spanish Fork City hereby enter into this Interlocal agreement and hereby contract, covenant, and agree as follows:

1. The prior Amended GPS Interlocal Agreements concerning the administration of GPS employees is hereby rescinded and replaced by this Second Amended GPS Interlocal Agreement.
2. Springville City agrees to hire and maintain an employee (the "G.P.S. Employee") to operate the GPS system and equipment, pursuant to the details, terms, and conditions set forth herein.
3. The parties agree that the G.P.S. Employee's services and time will be divided up so that Springville City will utilize fifty-two percent (52%) and Spanish Fork will utilize the remaining forty-eight percent (48%) of the G.P.S. Employee's time and services. The parties' City Engineers will mutually agree to the G.P.S. Employee's service and time schedule under this Agreement.
4. The budget for G.P.A. Employee, including wages and benefits will be \$77,000.00 per annum (the "Budget"). The parties shall divide the Budget based upon the percentage each City will use the G.P.S. Employee. Accordingly, Spanish Fork City shall pay

Springville City forty-eight percent (48%) of the Budget, which equals \$36,960.00. Spanish Fork City's portion of the Budget shall be paid in twelve (12) equal monthly installments of \$3,080.00 on the fifteenth day of each month, starting on July 15, 2010, until paid in full.

5. This agreement shall be valid for the fiscal year 2011 and shall only be renewed based upon the written mutual agreement of both parties. [What about G.P.S. Equipment]

6. This agreement shall not be deemed to create or establish a separate entity, but each City shall maintain its own separate legal status.

7. Each City shall be required to be responsible for obtaining its own engineer, land surveyor, or other professional needed to sign and/or approve lots, documents, or to meet other requirements.

8. This agreement shall be interpreted pursuant to the laws of the State of Utah.

9. In the event that any party should be required to retain an attorney because of a default or breach of any other party, or to pursue any other remedy provided by law, then the nonbreaching or nondefaulting party shall be entitled to reasonable attorney fees, whether or not the matter is actually litigated.

10. This agreement may not be modified or otherwise amended without a signed written document executed by all of the parties hereto.

11. The invalidity of a portion of this agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular shall be held to include the plural and vice versa, and the use of any gender shall include any and all genders. The paragraph and section headings in this agreement are for convenience only and do not constitute a part of the provisions hereof.

12. Should any provision of this agreement require judicial interpretation, the court interpreting or construing the same shall not apply the presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself, or through his agents, prepared the same; it being acknowledged that all parties have participated in the preparation hereof.

13. This agreement is not assignable, it being specific to the parties hereto.

DATED this 6th day of July, 2010.

SPANISH FORK CITY by:

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

ATTEST by:

\_\_\_\_\_  
KENT R. CLARK, Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
S. JUNIOR BAKER, Spanish Fork City Attorney

SPRINGVILLE CITY by:

\_\_\_\_\_  
Wilford W. Clyde, Mayor

ATTEST by:

\_\_\_\_\_  
VENLA GUBLER, Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
JOHN PENROD, Springville City Attorney

*RV*  
**To:** Brent Ventura, P.E.

**From:** Richard Heap, P.E.

**Date:** September 8, 2009

**Subject:** Sterling Hollow Tank Change Order Review



**Memorandum**

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Following is a brief overview of our review of the Sterling Hollow Tank Change Order Request submitted by Build, Inc. Build, Inc is requesting reimbursement in 4 areas, Winter Productivity, Added Equipment, Fuel Escalation and Extended Home Office Overhead.

Winter Productivity:

*Requesting:* \$108,714.23 for additional labor costs incurred due to inclement weather conditions from 11/23/07 to 1/04/08 (26 working days)

*Findings:* The preconstruction meeting was held on 8/30/07. Build, Inc. did not begin work until 10/22/07 (35 working days later)

*Recommendations:* \$0 recommended. This cost increase could have been avoided if Build, Inc. had mobilized and begun work soon after the preconstruction meeting.

*Other considerations:* Length of mobilization is not known. If Build, Inc. can supply evidence that mobilization required longer than 9 days, some charges may be eligible for reimbursement. In the original request, Build appears to have tried to recover overhead, profit and office G&A costs. These items would need to be specifically justified since no actual home office work was evident during this time.

Added Equipment Cost:

*Requesting:* \$19,291.24 for additional equipment costs incurred due to inclement weather conditions from 11/23/07 to 1/04/08 (26 working days)

*Findings:* The preconstruction meeting was held on 8/30/07. Build, Inc. did not begin work until 10/22/07 (35 working days later)

*Recommendations:* \$0 recommended. This cost increase could have been avoided if Build, Inc. had mobilized and begun work soon after the preconstruction meeting.

*Other considerations:* Length of mobilization is not known. If Build, Inc. can supply evidence that mobilization required longer than 9 days, some charges may be eligible for reimbursement. In the original request, Build appears to have tried to recover overhead, profit and office G&A costs. These items would need to be specifically justified since no actual home office work was evident during this time.

Fuel Escalation:

*Requesting:* \$44,983.21 for escalated fuel costs during the entire project.

*Findings:* Fuel costs did increase during the project. The contractor has records of the actual cost of fuel during the project. No paperwork was submitted showing estimated fuel cost although they are referenced in the request. However, the price differences used appear reasonable for the time period. Also, Build included overhead, profit and home office G&A in the fuel request.

*Recommendations:* \$34,508.56 recommended reimbursement. This cost increase was inevitable for the contractor.

*Other considerations:* This change order should have been requested on a monthly basis as the charges were incurred.

Extended Home Office Overhead:

*Requesting:* \$24,569.87 for extending the contract period

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*Findings:* The contract period has extended far beyond the original end date of the contract. Build has claimed in the change order that inclement weather has extended the contract approximately 12 days. However, this item includes compensation for contract extensions of 72 days. Further, the contract remains incomplete.

*Recommendations:* \$0 recommended reimbursement. It seems that this cost should be based upon the same inclement weather days as the rest of the request, in which case, it is not justifiable for the same reasons.

*Other considerations:* During this time period, there was no evidence of home office involvement in the project. Correspondence requested from the City and Construction manager was not return or entertained. Very few pay requests were submitted and only the original submittals were required that were required in the original bid documents. Build has not submitted any evidence of actual costs incurred nor how the costs are attributable to Spanish Fork City.

Summary:

We have found evidence that the Contractor incurred unavoidable costs in fuel escalation. These costs could reasonably be considered to be \$34,500. Other requested reimbursement could have been avoided if the Build, Inc. had begun the project promptly after the preconstruction meeting. However, there is a possibility that Build could show further evidence that might justify several days of delay that caused a small amount of addition costs due to inclement weather.

DOCUMENT 00990

CONTRACT CHANGE ORDER

Project: STERLING HOLLOW TANK  
 Location: COVERED BRIDGE/SR-6  
 Change Order No.: ONE (1)

Date 6/23/10

To: CHRIS THOMPSON

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease In Contract Price	Increase In Contract Price
<u>C01</u>	<u>FUEL COST ESCALATION DURING JOB</u>		<u>+\$34,500</u>
<u>C02</u>	<u>DELETE ROADWAY ASPHALT</u>	<u>-\$11,000</u>	
	Change in contract price due to this Change Order:		
	Total Decrease	<u>-\$11,000</u>	
	Total Increase		<u>+\$34,500</u>
	Difference between Col. 3 & 4		
	Net (increase) (decrease)		<u>\$23,500</u>

The sum of \$ 23,500 is hereby added to deducted from, the total contract price and the total adjusted contract price to date thereby is \$ 2,919,500.

The time provided for completion in the contract is unchanged, increased decreased by \_\_\_ calendar days. This Document shall become an amendment to the contract & all provisions of the contract will apply hereto.

Accepted by: [Signature] Contractor Date 6/25/10  
*No Liquidated damage Apply to this change order! RS*

Recommended by: [Signature] Resident Engineer Date 6/23/10

Approved by: \_\_\_\_\_ Owner Date \_\_\_\_\_